

Old Agent Number: X

New Agent Number:

APPENDIX A2

INTERIM PASS AGENCY AGREEMENT

between LONDON TRANSPORT (*LT*), whose registered office is situated at 55 Broadway, London SW1H 0BD, acting through its Managing Agent **TRANSACTION SYSTEMS LIMITED (TranSys)** (whose registered office is situated at 4, Roundwood Avenue, Stockley Park, Uxbridge, Middx UB11 1BQ) and:

<<New Agent Full Name >>

(hereinafter called the *Pass Agent*) whose registered office/principal place of business is situated at

<< New Agent Full Address (to fit one line) >>

Signed by the authorised signatory for TranSys as Managing Agent for LT and the Pass Agent the day and year stated below.

SIGNED BY)	_____
on behalf of)	_____
TRANSACTION SYSTEMS LIMITED as Managing Agent for LONDON TRANSPORT		
Name (Print):)	_____
		Date:

SIGNED BY)	_____
on behalf of THE PASS AGENT)	_____
Name (Print):)	_____
		Date:

SIGNED BY)	_____
on behalf of THE PASS AGENT)	_____
Name (Print):)	_____
		Date:

INTERIM PASS AGENCY AGREEMENT

THIS AGREEMENT is effective from date of signing hereinafter “the **Effective Date**”.

WHEREAS:

- A. TranSys has entered into a contract with London Regional Transport to provide certain ticketing services on behalf of Transport Trading Limited including administering the service formerly carried out by PASS LT as hereinafter defined.
- B. LT is desirous of employing the Pass Agent to distribute Tickets and Products as hereinafter defined produced on the EPoS Terminal as hereinafter defined and the Pass Agent has agreed to so act in accordance with the terms of this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 INTERPRETATION

In this Agreement:

Agent Card means the card provided by the Managing Agent to the Pass Agent for the operation of the EPoS Terminals;

Agreement means this agreement and the schedules attached hereto;

Authorised Date Stamper means the stamper provided by the Managing Agent to date stamp LT Tickets as required;

Commission means the amount agreed at the time of the contract signing (see Schedule II), or as determined in accordance with Clause 9(g);

Connected Person means any person who operates the EPoS Terminal on the Site other than the Managing Agent Representative or any other person authorised by the Managing Agent to carry out work or services on the EPoS Terminal;

Customer means a purchaser of LT Ticket(s);

Direct Debit means the payment method and the form attached hereto at Schedule III:

Effective Date shall have the meaning assigned to it at the head of this page;

End of Day Report means the report produced by the EPoS Terminal at the end of each day's trading in the form set out in the EPoS Operating Instructions;

EPoS Operating Instructions means the details from time to time provided by the Managing Agent for the users of EPoS Terminals and manuals provided for training in the operation of the EPoS Terminal and such other instructions and procedures relating to the operation of the EPoS Terminal as may be provided to the Pass Agent from time to time;

EPoS Stock means the blank ticket stock provided by the Managing Agent for use by the Pass Agent for issuing Tickets and **EPoS Stock (Full Value)** means the value of the most commonly issued Ticket issued by the Pass Agent on the EPoS Terminal with each type of EPoS Stock;

EPoS Terminal means the Electronic Point of Sale Ticket Issuing Terminal (also known as a Pass Ticket Issuing Device) provided to the Pass Agent for the issuing of Tickets;

Information means information relating to transport and other services or facilities provided by the Managing Agent or LT, as the case may be, to the Pass Agent for dissemination by the Pass Agent;

LT means London Transport whose head office is situated at 55 Broadway, London SW1H 0BD;

Managing Agent means TranSys or such other agent whom LT may, by giving notice in writing, notify the Pass Agent and;

Managing Agent Representative means any authorised representative of the Managing Agent that may be appointed by the Managing Agent to visit the Pass Agent, inter alia, to confirm that sales of Tickets are maximised, properly accounted for and monies taken by the Pass Agent on behalf of LT are paid to LT in accordance with this Agreement and to check that the Pass Agent is complying in all respects with the provisions of this Agreement; and

Pass Agents Manual means the manual of procedures from time to time issued by the Managing Agent to the Pass Agent for controlling the issue of Tickets and/or Products by Pass Agents;

Polling means the dialling up on the public switched telephone network by the Managing Agent, or its appointed agent, of the Pass Agent's EPoS Terminal each night to extract data relating to Sales and update data relating to Ticket prices and Ticket availability;

Products means any products which have been approved by LT other than Tickets provided by the Managing Agent to the Pass Agent for sale and/or dissemination by the Pass Agent;

Sales means during any period the total value of Tickets issued at the face value printed on each Ticket net of those Tickets subject to Voiding;

Site means the premises of the Pass Agent where the EPoS Terminal is to be installed including the original installation position of the EPoS terminal.

Tickets means the tickets approved by LT (whether on paper or other medium distributed by the Managing Agent, including EPoS Stock) for sale to the public by the Pass Agent at the prices from time to time advised by the Managing Agent;

TranSys means Transaction Systems Limited whose registered office is situated at 4 Roundwood Avenue, Stockley Park, Uxbridge, Middlesex UB11 1BQ;

TSS means TranSys Sales Service formerly the division of LT PASS are responsible for the distribution of Tickets to Pass Agents and the collection of monies due;

TTL means Transport Trading Limited, whose registered office is situated at Windsor House, 42-50 Victoria Street, London SW1H 0TL;

Voiding means the annulment or voiding of Tickets by the EPoS Terminal and the deletion of their sales value as shown on the EPoS Terminal End of Day Report in accordance with the EPoS Operating Instructions.

2 APPOINTMENT AND DURATION

The Agreement shall take effect from the Effective Date and shall expire in accordance with Clause 13 Termination and Transfer.

3 SUPPLY OF TICKETS AND PRODUCTS

The Managing Agent, acting as agent for and on behalf of LT, shall in accordance with Clause 9(a) provide to the Pass Agent Tickets and/or such Products as the Managing Agent shall at its discretion decide for sale by the Pass Agent to members of the public.

4 OBLIGATIONS OF THE PASS AGENT

The Pass Agent acknowledges that:

- (a) the Tickets (except those Tickets which have been purchased by the agent from LT and for which payment has been made in full to LT), the EPoS Terminal, its fixings and cables shall remain the property of the Managing Agent or LT, as the case may be, notwithstanding their being in the custody of the Pass Agent; and
- (b) all monies payable for the Tickets or received by the Pass Agent in respect of Tickets (except monies received for Tickets purchased by the agent from LT and for which payment has been made in full to LT) other than the Commission referred to in Clause 9(g) shall be the monies of LT and payable to LT in accordance with Clauses 6(a) to 6(h).

4.1 GENERAL OBLIGATIONS

The Pass Agent shall:

- (a) act as retailer for LT in the sale of Tickets and distribution or the sale of Products in accordance with the terms of this Agreement.

- (b) permit the EPoS Terminal to be connected by the Managing Agent into the Site with a connection to the Site's electrical circuitry and to the public switched telephone network or similar telephone network to enable the communication of the EPoS Terminal with the Managing Agent;
- (c) keep the EPoS Terminal safe and free from damage, take responsibility for the day to day operation of the EPoS Terminal, whether by the Pass Agent or any Connected Person, and its connections and hereby unconditionally and irrevocably consents to the use by the Managing Agent free of charge of the electricity supply in the Site and the public switched telephone network in the Site in connection with the operation of the EPoS Terminal;
 - (i) to ensure that sufficient insurance cover is obtained by the Pass Agent, to enable the Pass Agent to pay for the repairs or replacement of any EPoS terminal damaged on the Pass Agent site;
- (d) sign an Acceptance Form in the form annexed as Schedule I on installation of the EPoS Terminal;
- (e) ensure that the EPoS Terminal is used only in accordance with the EPoS Operating Instructions and the Pass Agent's Manual using only ink jet cartridges and till rolls provided by the Managing Agent in accordance with this Agreement;
- (f) ensure that all Connected Persons both initially and in future will be adequately trained in the operation of the EPoS Terminal up to a proficiency level as determined and tested for in the initial training by the Managing Agent;
- (g) other than where unavoidable for immediate safety (notified forthwith to the Managing Agent), not turn off power to or disconnect the EPoS Terminal and shall take all necessary action so as to permit Polling to take place each night;
- (h) at all reasonable times (and in case of emergency at any time) permit the Managing Agent Representative to have access to the Site for the purpose of inspecting the EPoS Terminal, record sheets and Ticket stock held;
- (i) at all reasonable times (and in the case of emergency at any time) permit the Managing Agent and all persons authorised by the Managing Agent access to the Site to secure, maintain, repair, upgrade, change, replace or remove the EPoS Terminal or any part thereof including associated software;
- (j) at the time of a revision to LT's fares, comply with all instructions issued by the Managing Agent;
- (k) not transfer or assign or purport to transfer or assign the benefit of this Agreement or any part thereof;
- (l) if any Tickets (other than those purchased and paid for by the agent), including EPoS Stock, are lost, for whatever reason, (including theft), pay to LT in accordance with Clauses 6 and 7 the EPoS Stock (Full Value) (less applicable

Commission) or, as appropriate, face value (less applicable commission) of the Tickets so lost except that:

- (i) where the Pass Agent provides evidence satisfactory to the Managing Agent (in its absolute discretion) that such Tickets have not been used and are incapable of being used; and
- (ii) where the Pass Agent provides evidence satisfactory to the Managing Agent (in its absolute discretion) that Tickets have been stolen and that the Pass Agent has not been negligent in any way and has complied in full with the requirements of this Agreement, the Pass Agents Manual and the EPoS Operating Instructions:

in either case, the EPoS Stock (Full Value) (less applicable Commission and the value of any Tickets which have not been used or have been lost or stolen and are being reviewed by the Managing Agent under (i) or (ii) immediately above) or, as appropriate the face value of the Tickets (less applicable Commission and the value of any Tickets which have not been used or have been lost or stolen and are being reviewed by the Managing Agent under (i) or (ii) immediately above) shall be credited to such Pass Agent.

- (m) retain all Tickets that have been subject to Voiding by the EPoS Terminal and surrender them to the Managing Agent Representative on the next visit made by the Managing Agent Representative to the Site;
- (n) maintain a register, to be supplied by the Managing Agent, recording details of each Ticket sold with a validity of one month or longer;
- (o) not make any refunds to any Customers in respect of Tickets sold except in accordance with the Pass Agents Manual ;
- (p) display in a prominent position at the Site the material supplied to the Pass Agent in accordance with Clause 9(e) hereof;
- (q) participate in promotions and/or schemes on terms and conditions determined by LT;
- (r) maintain securely a sealed pack of emergency Tickets supplied by the Managing Agent for use in the event of the EPoS Terminal becoming inoperable “Emergency Ticket Pack” and advise the Managing Agent immediately of the Terminal’s loss, theft or inoperability before breaking the seal on the Emergency Ticket Pack, as defined in Clause 9(f), by telephoning the helpdesk in accordance with the procedure in the EPoS Operating Instructions;
- (s) not pledge the credit of the Managing Agent or LT;
- (t) not engage in any conduct which in the opinion of the Managing Agent is or might be prejudicial to the respective businesses of the Managing Agent or LT, or the marketing of the Tickets;

- (u) display in a conspicuous position at the Site the conditions of use of the Ticket published from time to time by LT so that the same are brought to the attention of each Customer before purchase;
- (v) not permit the Tickets to be sold:
 - (i) otherwise than at the price for such Ticket as determined from time to time by LT and notified to the Pass Agent by the Managing Agent;
 - (ii) except in accordance with procedures from time to time laid down by LT and, notified by the Managing Agent to the Pass Agent via incorporation in the Pass Agents Manual, for dating to show the permitted period of travel; and
 - (iii) otherwise as set out in such guidelines and procedures as issued from time to time by LT and, notified by the Managing Agent to the Pass Agent and incorporated in the Pass Agent's Manual;
- (w) be and remain fully liable to the Managing Agent and LT for the performance of the Pass Agent's obligations under this Agreement whether the same are carried out by the Pass Agent or any Connected Person;
- (x) be responsible for and shall indemnify the Managing Agent and LT against all expense liability loss and claims arising out of or in consequence of the Pass Agent's performance or non-performance of its obligations under this Agreement;
- (y) notify the Managing Agent by telephone of any claim for credit within four (4) working days of the Ticket's start date, in respect of any Ticket which has been prepared but for any reason not sold or which have been refunded or replaced (a **Stock Credit**) and supply the said Tickets to the Managing Agent Representative at the next call to the Site made by the Managing Agent Representative provided that unless the Managing Agent (in its absolute discretion) authorises a claim for Stock Credit in respect of a Ticket, the Pass Agent shall be liable for every such Ticket which is incapable of being issued to passengers as if it had been sold;
- (z) keep the Authorised Date Stamper safe and free from damage and pay an administration charge as set out in Clause 6(f) to the Managing Agent for a replacement if the Authorised Date Stamper is lost;
- (aa) achieve Sales of £2,000 (or such alternative as LT may reasonably determine at each annual review) per four week period;
- (bb) meet the standards of customer service as laid down from time to time by LT and notified to the Pass Agent by the Managing Agent via the Pass Agents Manual;
- (cc) attend all Pass Agent seminars as notified by the Managing Agent, non-attendance will result in the immediate suspension of the Pass Agency until a decision has been reached by LT and at LT's absolute discretion, whether the

Pass Agency should be re-instated; and

- (dd) retain all ink jet cartridges surrendering used ink jet cartridges to the Managing Agent Representative on the next visit to the Site made by the Managing Agent Representative and pay to the Managing Agent an administration charge as set out in Schedule II if any ink jet cartridges are lost.

5 COVENANT

The Pass Agent covenants that:

- (a) the Pass Agent shall, and shall procure that each Connected Person shall, operate the EPoS Terminal, its fixings and its cables safely and responsibly at all times and in particular shall comply with all laws and regulations applicable to the operation of the EPoS Terminal, its fixings and its cables and shall ensure that the Site remains in all respects suitable for the operation of the EPoS Terminal, its fixings and its cables;
- (b) the Pass Agent shall inform the Managing Agent forthwith upon the occurrence of any damage to the EPoS Terminal, its fixings and/or its cables;
- (c) the Pass Agent shall not remove or permit, suffer or otherwise sanction or conspire in the removal from the Site of the EPoS Terminal, its fixings and/or its cables by any person except as expressly authorised by the Managing Agent from time to time in accordance with the following:
 - (i) EPoS terminal moves within a site shall only be made with the permission of the Managing Agent, and carried out by the Managing Agent Representative.
 - (ii) any proposed move within the site must be notified to the Managing Agent in writing at least 2 weeks prior to the proposed move date.
- (d) the Pass Agent shall not and shall procure that no Connected Person shall, create or permit to subsist a mortgage, charge, pledge, lien or other encumbrance securing the obligation of any person over the EPoS Terminal, its fixings and/or its cables, or any part of them;
- (e) the Pass Agent shall not, and shall procure that no person shall change, terminate or purport to change or terminate the Direct Debit save with the express prior written consent of the Managing Agent;
- (f) the Pass Agent shall not, and shall procure that no other person shall make, any alteration, modification or addition to the EPoS Terminal, its fixings and/or its cables, without the prior written consent of the Managing Agent.

6 PAYMENT OBLIGATIONS

- a) The Pass Agent shall pay TTL for every Ticket whether issued by the Pass

Agent using the EPoS Terminal installed at the Site as evidenced by the total of Sales on the End of Day Report for that day or issued by the Pass Agent manually.

- (b) The Pass Agent shall provide payment as follows:
 - (i) for those Pass Agents with EPoS Terminals; payment shall be made in the agreed time and manner via the Direct Debit process.
- (c) If applicable, on, or before, the execution of this Agreement, the Pass Agent shall have signed a Direct Debit mandate in the form attached at Schedule III.
- (d) The Pass Agent hereby acknowledges and agrees that the obligations set out in Clauses 6(a) and 6(b) above are primary obligations owed by the Pass Agent to LT and are distinct from any other obligations owed to or the Managing Agent.
- (e) Where the Pass Agent fails to make full payment of any amount on the due date the Pass Agent will be liable to pay interest on the outstanding amount at HSBC's (or such other bank as the Managing Agent may notify the Pass Agent) base rate plus 4%, accruing on a daily basis from the due date up to and including the date of payment.
- (f) Administration charges of the following amounts shall be payable to the Managing Agent in the following circumstances:

CIRCUMSTANCE	ADMINISTRATION CHARGE
Non payment of an invoice on the due date	£25
Delivery charge for order of less than the prescribed minimum number of tickets where a minimum quantity applies	£2.50 per delivery
Loss of Date Stamper	£25
Loss of Ink Jet Cartridge	£10
Late claims for Stock Credit	5% of the Stock Credit or £5, whichever is the greater
EPoS Terminal moves	Charges as notified by the Managing Agent and payable to the Managing Agent
Wilful Damage Repairs	Charges as notified by the Managing Agent

Agent and payable to the Managing Agent

Aborted Engineer visits

Charges as notified by the Managing Agent and payable to the Managing Agent

- (g) The above administration charges are in addition to any other charges payable by the Pass Agent under this Agreement in respect of the above events.
- (h) The Pass Agent, in making payments to TTL and/or the Managing Agent in satisfaction of its obligations set out in Clauses 6(a) to 6(h), shall not:
 - (i) exercise any right of set-off or counter-claim or deduction in respect of such monies whether in relation to obligations owed by, or as a result of the actions of, the Managing Agent or LT; and
 - (ii) prevent any payment being made to TTL in accordance with this Agreement as a result of any actions or inactions, as the case may be, of the Managing Agent.

7 DEDUCTIONS

All payments due to TTL under this Agreement shall be calculated and made free and clear of and without deduction for, or on account of, any taxes, unless such deduction or withholding is required by any law or regulation. The Pass Agent shall account on a timely basis to the appropriate authority in respect of any such deduction or withholding which is so required and shall provide to LT, in a timely manner, relevant certification of that deduction or withholding of the remittance thereof to the appropriate authority.

If such deduction or withholding is required by any law or regulation, the Pass Agent shall (subject to Clause 7) increase the payments to TTL so that the net amount received and retained by TTL after such deduction or withholding (and after taking account of any further deduction or withholding which is required to be made which arises as a consequence of the increase) shall be equal to the full amount which TTL would have received and retained if no such deduction or withholding had applied. In the event that such deduction or withholding is recovered by TTL, TTL shall refund the same to the Pass Agent.

8 VAT

All payments under this Agreement exclude value-added tax. Where any payment by the Pass Agent to TTL pursuant to this Agreement constitutes consideration for a taxable supply made by TTL for the purposes of value added tax or there is otherwise made under the terms of this Agreement a taxable supply for such purposes, such payment shall be increased by, or as the case may be there shall be payable at the time of such supply, the amount of value added tax properly chargeable on such supply subject to prior receipt by the Pass Agent of a proper tax invoice in respect of such

value added tax from TTL.

9 RIGHTS AND OBLIGATIONS OF THE MANAGING AGENT AND LT

In consideration of the services provided by the Pass Agent, the Managing Agent shall:

- (a) provide, at the option of the Managing Agent, an EPoS Terminal;
- (b) supply Tickets to the Pass Agent at times and in quantities agreed from time to time between the Pass Agent and the Managing Agent, subject to availability provided always that the Managing Agent may at its sole discretion and without giving any reason decline or cease to supply Tickets to the Pass Agent for any length of time;
- (c) except where such consumable items have been lost or damaged, provide free of charge replacements. Replacements required as a result of loss or damage shall be charged by the Pass Agent at the rates stated in Clause 6(f);
- (d) supply free of charge a copy of each edition of the conditions of issue of Tickets;
- (e) from time to time supply such promotional material and information in connection with this Agreement as LT or the Managing Agent may deem appropriate either free of charge or at a cost to be agreed with the Pass Agent when appropriate; and
- (f) provide the Pass Agent at commencement and from time to time at the absolute discretion of the Managing Agent a pre-printed pack of Tickets (the ***Emergency Ticket Pack***) including an Authorised Date Stamper for use (in the event of a failure in operation of the EPoS Terminal) in accordance with the terms of the Pass Agent's Manual.
- (g) In consideration of the services provided by the Pass Agent, LT shall allow the Pass Agent a Commission in respect of each Ticket which is the subject of a Sale and which is not refunded or replaced as set out in Schedule II and thereafter as determined by LT from time to time based on sales of Tickets to the public and notified to the Pass Agent by the Managing Agent accordingly.
- (h) Upon termination of this Agreement the Managing Agent will take all reasonable steps in removing the EPoS Terminal, its mountings and cables from the Site.
- (i) The Managing Agent may in its absolute discretion withdraw the EPoS Terminal at any time from the Site and introduce a manual operation for the issue of Tickets.
- (j) The Managing Agent may (where approved or allowed by LT) change the type of Tickets or Products that are supplied under the terms of this Agreement as it in its absolute discretion sees fit.

10 T E R M I N A T I O N A N D T R A N S F E R

Termination

This Agreement may be determined by either party giving to the other not less than four (4) weeks' prior notice in writing.

In its absolute discretion the Managing Agent, on behalf of LT, may serve a notice to terminate this Agreement forthwith in the following circumstances:

- (a) failure by the Pass Agent to make payment in full of any amount owing in accordance with the provisions of this Agreement to TTL or the Managing Agent when due;
- (b) the Pass Agent sells, leases or loses or otherwise disposes of the Pass Agent's interest in the Site or ceases or threatens to cease to carry on the Pass Agent's business or moves the Pass Agent's business to a different location or is absent from the Pass Agent's business for a continuous period of at least three months;
- (c) the Pass Agent or any Connected Person is dishonest in the performance of this Agreement;
- (d) the Pass Agent or any Connected Person is unable to pay his debts as they fall due or any steps are taken by the Pass Agent or any Connected Person or any other person relating to the following:
 - (i) the issue of a petition for the bankruptcy or as the case may be winding-up of the Pass Agent or any Connected Person;
 - (ii) the making of an order or an effective resolution being passed for the bankruptcy or winding-up of the Pass Agent or any Connected Person;
 - (iii) the making of an order or application for the appointment of a receiver (including an administrative receiver), administrator, trustee or similar officer in respect of the Pass Agent or any Connected Person;
 - (iv) the execution creditor, encumbrancer, receiver (including an administrative receiver) or other similar officer taking possession of the whole or any part of the property or assets of the Pass Agent or any Connected Person; or
 - (v) the Pass Agent or any Connected Person making an arrangement with the Pass Agent's or any Connected Person's creditors generally;
- (e) the Pass Agent or any Connected Person is convicted of a criminal offence other than a minor traffic offence;
- (f) damage to the EPoS Terminal, Agent Card, misuse of the ink jet cartridge or

other consumable items provided by the Managing Agent;

- (g) breach by the Pass Agent of the terms of Clause 13 or any of them;
- (h) failure by the Pass Agent to achieve the level of Sales required by Clause 4.1(aa);
- (i) failure by the Pass Agent to comply with standards of customer service required by Clause 4.1(bb); and
- (j) the Pass Agent commits a material or persistent breach of this Agreement or of the procedures and practices set out in the Pass Agents Manual or EPoS Operating Instructions;

provided always, and without prejudice to the rights of the Managing Agent to terminate this Agreement forthwith, in the case of a breach of this Agreement which is capable of remedy, (such as non-attendance by the Pass Agent to Agent Seminars), the Managing Agent may in its absolute discretion suspend operation of the EPoS Terminal without notice and/or serve on the Pass Agent a notice specifying the breach and stating the action required to remedy it and if the Pass Agent fails to remedy the breach within fourteen (14) days of receipt of the notice the Managing Agent may terminate this Agreement forthwith by written notice.

- (j) Any termination of this Agreement shall be without prejudice to any rights of the parties accrued up to the date of termination.
- (k) Upon termination of this Agreement the Pass Agent shall:
 - (i) return forthwith to the Managing Agent all unsold Tickets (including EPoS Stock) and all other property of the Managing Agent and LT held by the Pass Agent and shall make forthwith such payments to LT in accordance with Clauses 6(a) and 6(b) as the Managing Agent may determine in respect of all Tickets sold after deduction of a credit for any returned Tickets that have been purchased and for which LT have received full payment and for this purpose shall provide full access within normal working hours for the Managing Agent or any person authorised by the Managing Agent to remove such Tickets and other property;
 - (ii) surrender forthwith the EPoS Terminal, its mountings, cables, etc. to the Managing Agent and for this purpose provide full access within normal working hours for the Managing Agent or any person authorised by the Managing Agent to dismantle and remove the EPoS Terminal, its mountings and cables,
- (l) Clause 10 shall be without prejudice to either party's right to terminate this Agreement as set out elsewhere in this Agreement.
- (m) The Pass Agent hereby agrees to indemnify and hold the Managing Agent and LT harmless on an after tax basis against any and all claims, demands, losses, damages and liabilities however caused, relating to or arising out of the possession, use, misuse or operation of the EPoS Terminal or otherwise

relating to or arising out of the EPOS Terminal, including those arising out of the death of, or injury to, any person or the loss of or damage to any property provided that the foregoing indemnity shall not extend to any matter arising out of the death of, or injury to, any person where such death or injury was caused by the negligence of the Managing Agent or LT. All sums payable pursuant to the indemnity contained herein shall be paid by the Pass Agent to the Managing Agent or, as the case may be TTL on its first demand.

11 TRANSFER

- (a) The Pass Agent shall provide the Managing Agent with written notice of the transfer of ownership of the Pass Agent's interest in the Site at least twenty eight (28) days before completion of any sale or lease or other disposal. In the event of the Site being so sold, leased or disposed of, the Pass Agent will provide to the Managing Agent a forwarding address and telephone number. Failure to provide the required notice will render the Pass Agent liable to pay an additional sum in respect of administration, such additional sum not to exceed the total of the payments referred to in Clause 10(k) above.
- (b) If all monies payable to the Managing Agent and TTL pursuant to this Agreement have not been paid in full at the time of any such sale, lease or disposal, the purchaser, lessee or disposee will not be considered by the Managing Agent for an agency and the Pass Agent agrees to notify the purchaser, lessee or disposee formally in writing of this Clause.

12 REPRESENTATION AND WARRANTY

The Pass Agent makes the representations and warranties set out in this Clause 12 and acknowledges that LT and the Managing Agent (on behalf of LT) have entered into this Agreement in reliance on those representations and warranties:

- (a) all the obligations expressed to be assumed by the Pass Agent in this Agreement are legal, valid and binding obligations on the Pass Agent and enforceable against the Pass Agent in accordance with the terms hereof;
- (b) the Site is suitable for the installation, connection and use of the EPOS Terminal, its fixings and/or its cables, (where such are to be or are installed) and for the performance of all the obligations which the Pass Agent undertakes under and/or in connection with this Agreement;
- (c) the Pass Agent and each Connected Person acknowledge receipt of, and confirm acceptance and full understanding of:
 - (i) the Pass Agent's Manual including:
 - the EPOS Operating Instructions, and the conditions of issue.
 - (ii) the standards of Customer service
 - (iii) guidelines re the dating of Tickets.

13 WAIVER

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

14 SEVERABILITY

If any part, term or provision of this Agreement not being of a fundamental nature be held illegal or unenforceable the validity or enforceability of the remainder of this Agreement shall not be affected.

15 ENTIRE AGREEMENT

The parties agree that this Agreement and the Schedules and all documents referred to herein supersede all prior agreements, oral or written, and all other prior communications between the parties relating to the subject matter of this Agreement.

16 NOTICES

Any notice given by either party under this Agreement shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it at, or sending it by fax, prepaid recorded delivery or registered post to the address and for the attention of the relevant party. Proof of posting or despatch of any notice or communication shall be deemed to be proof of receipt:

- (a) in the case of fax, the business day after the despatch;
- (b) in the case of recorded delivery or registered post, forty-eight (48) hours from the date of posting.
- (c) Notices or communications affecting this Agreement shall:
 - (i) in the case of the Managing Agent or , be addressed to:

TranSys Sales Service
Unit 1B
Harbour Quay
Wood Wharf
Isle of Dogs
LONDON E14 9QP;

and

- (ii) in the case of the Pass Agent, be addressed to the address set out on the first page of this Agreement;
- (iii) or such person or address as the relevant party may notify to the other in writing from time to time.

17 GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of England and each party agrees to submit to the jurisdiction of the English courts.

18 TERM

This Agreement will commence on the Effective Date and continue until terminated in accordance with Clause 10.

19 SCHEDULES TO THE AGREEMENT

Each Schedule is incorporated as part of this Agreement and the Schedules are as follows:-

Schedule I INSTALLATION ACCEPTANCE CERTIFICATE

Schedule II TICKETS AND PRODUCTS PRICES & COMMISSION PAYABLE

Schedule III FORM OF DIRECT DEBIT

20 CORRUPT GIFTS AND PAYMENTS OF COMMISSION

- (a) The Pass Agent shall not, and shall procure that no Connected Person shall pay any commission, fees or grant any rebates to any employee, officer or agent of the Managing Agent or LT nor favour employees, officers or agents of the Managing Agent or LT with gifts or entertainment of significant costs or value nor enter into any business arrangement with employees, officers or agents of the Managing Agent or LT other than as a representative of the Managing Agent or LT, without the written approval of the Managing Agent or LT as the case may be.
- (b) The Managing Agent and LT shall have the right to carry out such checks as they consider necessary to confirm compliance with this Clause 20 at any time during performance of this Agreement and during the 3 year period following completion of performance.
- (c) Breach of this Clause 20 shall entitle the Managing Agent or LT to terminate this Agreement and all other contracts between the Pass Agent and the Managing Agent or LT forthwith.

21 PAYMENT

- (a) Any payment made by TTL hereunder shall not prevent TTL from recovering any amount overpaid or wrongfully paid however such payments may have arisen including but not limited to those paid to the Pass Agent by mistake of law or fact. TTL may deduct any amounts payable by the Pass Agent to TTL from any monies in TTL's hands due or which may become due to the Pass Agent or may be recovered as a debt by the Pass Agent from TTL.

Old Agent Number: X

New Agent Number:

- (b) Any payment made by the Managing Agent hereunder shall not prevent the Managing Agent from recovering any amount overpaid or wrongfully paid however such payments may have arisen including but not limited to those paid to the Pass Agent by mistake of law or fact. The Managing Agent may deduct any amounts payable by the Pass Agent to the Managing Agent from any monies in the hands of the Managing Agent due or which may become due to the Pass Agent or may be recovered as a debt by the Pass Agent from the Managing Agent.

22 **ASSIGNMENT**

The Pass Agent hereby acknowledges and agrees that on receipt of notice from LT, whether or not that notice shall be in writing, it shall acknowledge that its debts for any monies outstanding to TTL has been assigned to the Managing Agent.

| Old Agent Number: X

New Agent Number:

SCHEDULE I

Installation Acceptance Certificate

Old Agent Number: X

New Agent Number:

Agent No:

Shop Name:

Contact:

Address:

Telephone No:

Cabling Team:

**Installation Start
Date**

Training Date:

Time Arrived:

Old Agent Number: X

New Agent Number:

**Terminal Serial
No:**

Time Finished

| Old Agent Number: X

New Agent Number:

Agent's Questionnaire

Yes No Comments

Are you satisfied with the completed installation work?

Was the installation carried out in a professional manner?

Has the site been left clean and tidy?

Was the engineer polite and courteous?

Has any accidental damage occurred during the installation?

Any other comments:

SITE SIGN OFF

Pass Agent's Responsibility:-

I understand that the above certificate covers only the work done by the Installation Contractor on behalf of the Managing Agent and does not cover the remainder of the wiring or telephone arrangements. I agree to permit the use of my electricity supply and telephone line free for the purpose of running the EPoS Terminal. I accept that I continue to remain solely responsible for the rest of the wiring and electrical supply and I note any comments by the contractors about it.

Pass Agents Name (print): _____

Signature: _____

or

Authorised Nominee (print): _____

Date: _____

Engineer (print name): _____

Signature: _____

Engineers comments:

SCHEDULE II**Tickets and Products Prices and Commission Payable**

Commission will be paid on tickets sold at rates agreed at the time of the contract signing. Commission is paid per ticket to the nearest 1p and is not applied to total gross sales. Examples are shown below.

Ticket cost £ p	% commission	Commission £ p	Commission Paid £ p
4.50	5.00	0.225	0.22
11.50	5.00	0.575	0.57
20.00	5.00	1.00	1.00
20.00	3.00	0.60	0.60
21.50	3.00	0.645	0.64

The commission rate has been agreed at x% for all ticket types or agreed as 5% for all xx (*ticket types*) and 3% for xx (*ticket types*).*(Please amend as appropriate)*.

| Old Agent Number: X

New Agent Number:

SCHEDULE III

FORM OF DIRECT DEBIT

[Copy attached]

ADDENDUM TO PASS AGENT AGREEMENT

For the Bulk Supply of Bus Saver Tickets

Any delivery acceptance by the Pass Agent of Bus Saver Tickets referred to in the Terms herein, (save where the Pass Agent rejects the delivery of the Bus Saver Tickets) shall be deemed as acceptance by the PASS Agent to the Terms of this Addendum.

Specific Terms

EFFECTIVE DATE

The Effective Date shall be on signing agreement.

TERMS OF SUPPLY

Initial Supply

TranSys Sales Service (TSS) will supply the Pass Agent with 4 packs consisting of 25 books of Bus Saver tickets. The price shall be as per the table set out below, and the Pass Agent will receive an invoice from TSS which shall be payable in line with the terms set out below.

- If your Pass agency is terminated, this invoice will become payable immediately, but a credit will be given to the Pass Agent for any unused full books of tickets returned to TSS.

Further Orders

- Further orders will be placed by telephone to Agent Support at Harbour Quay on the telephone number advised to you for these orders.
- Orders of between 4 and 10 packs (each containing 25 books of Bus Saver tickets) will be delivered free of charge by Royal Mail recorded delivery within 10 days of order receipt or by TSS driver with a regular scheduled delivery.
- Orders for more than 10 packs (each containing 25 books of Bus Saver tickets) will be delivered within 10 days of order receipt by commercial carrier or TSS driver either as a separate shipment or in conjunction with a regular scheduled delivery.

Old Agent Number: X

New Agent Number:

- All sums due in respect of orders after the initial supply will be payable 10 days after the date of invoice and will be included in the normal weekly direct debit payment due immediately after the due date.
- The Pass Agent will be charged as per the table set out below.

No credit will be given for tickets lost or stolen after delivery.

Royal Mail or carriers confirmation of delivery will be accepted by TSS as proof of delivery.

SELLING BUS SAVER TICKETS

- *The initial selling price for these tickets is as per the table below.*
- *Please note that credits will not be given for the return of incomplete books of tickets.*
- *The Pass Agent must display the product literature relating to this product in a prominent position within their premises.*
- The Pass Agent will be notified by TSS of any future price changes and given new product literature at that time.
- The Bus Saver Tickets will remain valid unless withdrawn on the instructions of LT.

TERM OF THE AGREEMENT

Either party may serve notice to terminate this Addendum to the Pass Agent Agreement by giving a minimum of thirty days notice. All unused Tickets must be returned to TranSys Sales Service who will arrange any reimbursement of monies due less any amounts outstanding.

This, however, shall not affect the rights of either party to terminate the Pass Agent Agreement in accordance with the Conditions contained therein.

PRICES

Old Agent Number: X

New Agent Number:

Please note that all the following prices will be subject to change in line with future revisions to LT's fares. TSS will notify you of any such change.

Initial Order Prices	Further Order Prices	Pass Agent initial Selling Prices
£370.50 - 4 packs of 25 books of 6 tickets (after 5% commission)	£92.63 per pack of 25 books of 6 Tickets (after 5% commission)	£3.90 per book of 6 tickets

Please note that for orders of less than 4 packs an extra £2.50 delivery charge will be applied.

ADDENDUM TO PASS AGENT AGREEMENT

For the Bulk Supply of Child Bus Saver Tickets

Any delivery acceptance by the PASS Agent of Child Bus Saver Tickets referred to in the Terms herein, (save where the PASS Agent rejects the delivery of the Child Bus Saver Tickets) shall be deemed as acceptance by the PASS Agent to the Terms of this Addendum.

Specific Terms

EFFECTIVE DATE

The Effective Date shall be August 2001.

TERMS OF SUPPLY

Initial Supply

- TranSys Sales Service (TSS) will supply the PASS Agent with 1 pack consisting of 25 books of Child Bus Saver Tickets. The price to the agent shall be as per the table set out below under 'Prices', and the PASS Agent will receive an invoice from TSS which shall be payable in line with the terms set out below.
- If your PASS agency is terminated, this invoice will become payable immediately, but a credit will be given to the PASS Agent for any unused full books of tickets returned to TSS.

Further Orders

- Further orders will be placed by telephone to Agent Support at Harbour Quay on the telephone number advised to you for these orders.
- Orders of between 4 and 10 packs (each containing 25 books of Adult Bus Saver and/or Child Bus Saver Tickets) will be delivered free of charge by Royal Mail recorded delivery within 10 days of order receipt or by TSS driver with a regular scheduled delivery.
- Orders for more than 10 packs (each containing 25 books of Adult Bus Saver and/or Child Bus Saver Tickets) will be delivered within 10 days of order receipt by commercial carrier or TSS driver either as a separate shipment or in conjunction with a regular scheduled delivery.

Old Agent Number: X

New Agent Number:

- All sums due in respect of orders after the initial supply will be payable 10 days after the date of invoice and will be included in the normal weekly direct debit payment due immediately after the due date.
- The PASS Agent will be charged as per the table set out in 'Prices'.

No credit will be given for tickets lost or stolen after delivery.

Royal Mail or carriers confirmation of delivery will be accepted by TSS as proof of delivery.

SELLING CHILD BUS SAVER TICKETS

- *The initial selling price for these tickets is as per the table below in 'Prices'.*
- *Please note that credits will not be given for the return of incomplete books of tickets.*
- *The PASS Agent must display the product literature relating to this product in a prominent position within their premises.*
- The PASS Agent will be notified by TSS of any future price changes and given new product literature at that time.
- The Child Bus Saver Tickets will remain valid unless withdrawn on the instructions of LT.

TERM OF THE AGREEMENT

Either party may serve notice to terminate this Addendum to the PASS Agent Agreement by giving a minimum of thirty days notice. All unused Tickets must be returned to TranSys Sales Service who will arrange any reimbursement of monies due less any amounts outstanding.

This, however, shall not affect the rights of either party to terminate the PASS Agent Agreement in accordance with the Conditions contained therein.

PRICES

Please note that all the following prices will be subject to change in line with future revisions to LT's fares. TSS will notify you of any such change.

Old Agent Number: X

New Agent Number:

Initial Order Prices	Further Order Prices	PASS Agent initial Selling Prices
£49.88 - 1 pack of 25 books of 6 tickets (after 5% commission)	£49.88 per pack of 25 books of 6 Tickets (after 5% commission)	£2.10 per book of 6 tickets

Please note that for Adult and/or Child Bus Saver orders of less than 4 packs an extra £2.50 delivery charge will be applied.